

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION**

Megan Lautenslager, individually and on behalf of all other similarly-situated individuals

Plaintiff,

V.

Red Bull Distribution Company, Inc.

Defendant.

) Civil Action No.: 2:24-cv-04955-DCN-MHC

**CONSENT MOTION TO
DISMISS IN FAVOR OF
ARBITRATION**

COMES NOW Defendant Red Bull Distribution Company, Inc., (“RBDC” or “Defendant”) with the consent of Plaintiff Megan Lautenslager (“Plaintiff”) and her counsel, file this Consent Motion to Dismiss Plaintiff’s Complaint, with prejudice, in favor of final and binding arbitration. Pursuant to Rule 12(b)(3) of the Federal Rules of Civil Procedure,¹ and for the reasons set forth below, the parties stipulate the above-referenced case should be dismissed, with prejudice.

1. Plaintiff filed her lawsuit on September 12, 2024, asserting claims individually and on behalf of other similarly-situated individuals, against her former employer, RBDC. *See generally* Complaint (ECF 1). Plaintiff asserts a cause of action individually and as a collective action for unpaid overtime wages under the FLSA, as well as a cause of action individually for a violation of the FMLA. Compl. (ECF 4), ¶¶ 38-48, 49-57.

2. Plaintiff was formerly employed by RBDC as an Account Sales Manager (ASM) from June 19, 2023, until her termination on or about June 20, 2024.

1 “A litigant wishing to compel arbitration without answering the complaint should move under Rule 12 of the Federal Rules of Civil Procedure. *See* Fed. R. Civ. P. 12(a). In this Circuit, litigants seeking to do so should move under Rule 12(b)(3) (improper venue).” *Brown v. Five Star Quality Care, Inc.*, No. 2:15-CV-4105-RMG, 2016 WL 8710474, at *2 (D.S.C. Jan. 8, 2016).

3. When Plaintiff accepted her employment, Plaintiff signed and acknowledged that her employment was subject to and contingent upon the execution of an Arbitration Agreement, which she did on June 16, 2023.

4. After several months into Plaintiff's employment, in March 2024, Defendant revised its Employee Handbook and other policies, including its Mutual Agreement to Arbitrate ("Arbitration Agreement"). Thus, on March 22, 2024, Plaintiff agreed to and signed a revised Arbitration Agreement that similarly required individual, mandatory, and binding arbitration of all disputes with RBDC and its affiliated companies.²

5. Plaintiff and her counsel acknowledge that she is in possession of, and has reviewed, both the 2023 Arbitration Agreement and the 2024 Arbitration Agreement.

6. After consultation, the Parties have agreed that the claims asserted by Plaintiff in this lawsuit are subject to individual arbitration per the Arbitration Agreement, and the Parties therefore request the Court dismiss Plaintiff's Complaint, with prejudice, in favor of final and binding arbitration.

THEREFORE, the Parties respectfully request the Court grant this Consent Motion and dismiss the above-referenced lawsuit, with prejudice, in favor of individual arbitration in accordance with the terms of the Arbitration Agreement.

Dated this 17th day of October 2024.

[signature page to follow]

² Both the 2023 Arbitration Agreement and the 2024 Arbitration Agreement are substantially the same in their operative provisions and terms. Unless otherwise specified, references herein to the "Arbitration Agreement" are to the 2024 Arbitration Agreement, though both the 2023 and 2024 Arbitration Agreements are fully enforceable.

Respectfully submitted,

BURNETTE SHUTT & MCDANIEL, PA

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